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Introduction Date	3/24/21
Enactment Number	21-0467
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By	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

**OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education**

March 24, 2021

To: Board of Education
From: Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff, Office of the Superintendent

Subject: Grant Agreement - The California Endowment Program Support Grant Agreement - Oakland Unified School District

ACTION REQUESTED:

Approval by the Board of Education of a California Endowment Program Support Grant Agreement between the District and The California Endowment, Oakland, CA, in the amount of \$104,000.00, to support the development of a coalition focused on implementing alternatives to policing practices and policies and building youth leadership and decision-making power to create safe, health-promoting, inclusive and healing school environments [George Floyd Safety Plan] ..., for all Oakland Unified School District schools, for the period of February 15, 2021 through February 14, 2022, pursuant to the terms and conditions thereof.

BACKGROUND:

Grant agreement for OUSD schools for fiscal years 2021-2022 was submitted for funding as indicated in the chart below. The Grant Face Sheet and grant application packets are attached.

File I.D.#	Backup Document Included	Type	Recipient	Grant's Purpose	Time Period	Funding Source	Grant Amount
21-0547	Yes	Grant	Oakland Unified School District, all schools	To support the development of a coalition focused on implementing alternatives to policing practices and policies and building youth leadership and decision-making power to create safe, health-promoting, inclusive and healing school environments in Oakland.	February 15, 2021 - February 14, 2022	The California Endowment	\$104,000.00

DISCUSSION:

The District created a Grant Face sheet process to:

- Review proposed grant projects at OUSD sites and assess their contribution to sustained student achievement
- Identify OUSD resources required for program success

OUSD received a Grant Face Sheet and a completed grant application for the program listed in the chart.

FISCAL IMPACT:

The total amount of grants will be provided to OUSD schools from the funders.

- Grants valued at: \$104,000.00

RECOMMENDATION:

Approval by the Board of Education of a California Endowment Program Support Grant Agreement between the District and The California Endowment, Oakland, CA, in the amount of \$104,000.00, to support the development of a coalition focused on implementing alternatives to policing practices and policies and building youth leadership and decision-making power to create safe, health-promoting, inclusive and healing school environments [George Floyd Safety Plan] ..., for all Oakland Unified School District schools, for the period of February 15, 2021 through February 14, 2022, pursuant to the terms and conditions thereof.

ATTACHMENTS:

Grant Face Sheet

Grant Agreement, ID NO. 20212160


OUSD Grants Management Face Sheet

Title of Grant: The California Endowment Program Support Grant Agreement	Funding Cycle Dates: February 15, 2021 – February 14, 2022
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Anthony Iton, Senior Vice President The California Endowment 2000 Franklin Street Oakland, CA 94612	Grant Amount for Full Funding Cycle: \$104,000.00
Funding Agency: The California Endowment 2000 Franklin Street Oakland, CA 94612	Grant Focus: To support the development of a coalition focused on implementing alternatives to policing practices and policies and building youth leadership and decision-making power to create safe, health-promoting, inclusive and healing school environments in Oakland.
List all School(s) or Department(s) to be Served: Oakland Unified School District, all schools	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	The theory of action supported by the George Floyd safety plan (i.e., the elimination of police, development of non-police alternatives, build anti-racist practices district wide, and enhance restorative and healthy school environments and relationships) is intended to greatly improve the conditions for learning, contributing to sustained student achievement.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.56% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	OUSD will monitor, track and report outcomes/impact as delineated in the grant application and agreement. Additionally, part of this grant is to support the development of an evaluation framework for the full George Floyd Safety Plan.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 5.56% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes

Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Curtiss Sarikey, Chief of Staff Office of the Superintendent Oakland Unified School District 1000 Broadway, Suite 300 Oakland, CA 94607 510-879-8000 curtiss.sarikey@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Chief of Staff	Curtiss Sarikey		2/25/21

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Senior Business Officer	Lisa Grant-Dawson		
Superintendent	Kyla Johnson-Trammell		

THE CALIFORNIA ENDOWMENT
PROGRAM SUPPORT GRANT AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT
EIN 946000385
ID NO. 20212160

This Program Support Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Strengthening Health Advocacy: To support the development of a coalition focused on implementing alternatives to policing practices and policies and building youth leadership and decision-making power to create safe, health-promoting, inclusive and healing school environments in Oakland.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

While the grant is restricted for use for the purposes described in this Agreement, the Agreement and the award of grant funds shall not be deemed to be contingent or conditioned upon the accomplishment of any specific or measurable barrier, unless the condition is specifically identified in this Section II.

III. EXPECTED OUTCOMES OF GRANT

1. Increased awareness and common understanding of new policy and plan for school safety

- a. Distribution of the George Floyd Safety Plan (Phase I and II components) to internal Oakland Unified School District (OUSD) staff and external to community (families, Community Based Organization (CBO) and public sector partners, etc.)
 - b. Development of and participation in information/training sessions on the new safety plan for school staff and partners
2. Increased community ownership and collaboration to improve school climate
- a. Establishment of community-driven design process and team co-creation of programmatic and budget aspects of the Safety Plan
 - b. Increase in student sense of safety at school as reported by students in the California Health Kids Survey (CHKS) survey
3. Expanded preventative strategies
- a. Increase in number of school sites with Coordination of Services (COST), Attendance, School Climate & Culture and Multi-Tiered Systems of Support (MTSS) team(s)
 - b. Implementation of antiracist and implicit bias capacity building training across the district
 - c. Districtwide training of new School Climate and Culture Ambassadors and all current School Security Officers (modules in trauma informed de-escalation; restorative practices; bullying/LGBTQ/gender harassment prevention; updated non police protocols) to promote transformed, positive and inclusive school climate & culture
4. Improved response to mental health crisis
- a. Establishment of procedure for non-police response to mental health crisis (5150 level)
 - b. Development of training sessions for school site support staff and teachers about signs of mental health issues and referral processes

IV. AMOUNT OF GRANT

\$104,000, payable as follows:

Index	Payment Amount	Scheduled Date
1	\$104,000	Upon The Endowment’s receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from February 15, 2021 to February 14, 2022, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
2. Any portion of the funding is not used for grant purposes.

C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.

D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

Index	Report Type	Due Date
1	Final Report	March 31, 2022

- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.

- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.


“THE ENDOWMENT”

“GRANTEE”

THE CALIFORNIA ENDOWMENT,
a California nonprofit public benefit corporation.

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
BCA4FFD699E94C7...

By: 

Name: Anthony Iton

Name: Shanthi Gonzales

Title: Senior Vice President

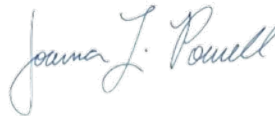
Title: President, Board of Education


Date: 2/12/2021 | 8:33 AM PST

Date: 3/24/2021

DS
GB

Approved as to form by OUSD Staff Attorney
Joanna Powell on 2/16/2021.





Kyla Johnson Trammell
Secretary, Board of Education

3/24/2021